

Our records indicate the Mailing Address for this Insured is as follows:

TOWN OF SANDISFIELD
66 SANDISFIELD ROAD
PO BOX 90
SANDISFIELD, MA 01255-0000

Please note the address of your actual location may be reflected on the declaration page.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

Policyholder: TOWN OF SANDISFIELD
Policy Number: VFP-4122-12117E-0
Effective Date: 7/1/2023

POLICY AMENDMENT RIDER No. 1

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

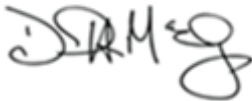
UPDATED THE # OF MEMBERS

The revised Schedule of Coverages is made a part of this Policy. Those specific benefits denoted by an asterisk have been changed.

The additional premium for this endorsement is \$402.

The total term premium is amended to read as follows: \$8,341

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

This rider provides coverage for the following class(es) of **Insured Person(s)** – only the applicable checked class(es) will receive coverage:

- Volunteer Firefighters or Volunteer Emergency Medical Service Persons
- Career Firefighters or Career Emergency Medical Service Persons
- Full-time Police Officers
- Part-time Police Officers
- Auxiliary Police Officers

PART COVERAGE

I. Loss of Life Benefits

- A. Accidental Death Benefits
 - (1) Accidental Death Benefit Amount \$100,000 *
 - (2) Seat Belt Benefit Amount \$25,000 *
 - (3) Safety Vest Benefit Amount..... \$25,000 *
- B. Illness Loss of Life Benefit Amount \$100,000 *
- C. Dependent Child and Education Benefit Amount \$30,000 *
- D. Repatriation Benefit Amount..... \$2,500 *

II. Lump Sum Living Benefits

- A. Accidental Dismemberment and Paralysis Benefit Principal Sum..... \$100,000 *
- B. Vision Impairment Benefit Principal Sum..... \$100,000 *
- C. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum..... \$100,000 *
- D. HIV Positive Lump Sum Living Benefit Principal Sum..... \$100,000 *

III. Weekly Income Benefits

- A. Total Disability Benefits
 - (1) Total Disability Weekly Amount (first 28 days) \$500 *
 - (2) Total Disability Maximum Weekly Amount (after 28 days)..... \$500 *
 - (3) Total Disability Minimum Weekly Amount..... \$125 *
 - (4) Total Disability Elimination Period 0 Days
 - Retroactive Yes No
- B. Partial Disability Benefits
 - (1) Partial Disability Weekly Amount (first 28 days)..... \$250 *
 - (2) Partial Disability Maximum Weekly Amount (after 28 days)..... \$250 *
 - (3) Partial Disability Minimum Weekly Amount..... \$63 *
- C. Disability Benefits General

VI. Medical Expense Benefits

- A. Medical Expense Benefit Maximum Amount..... \$200,000 *
- Additional Medical Expense Benefit Maximum Amount NONE
- Deductible..... NONE
- B. Cosmetic Plastic Surgery Maximum Amount \$25,000 *
- C. Post-Traumatic Stress Disorder Maximum Amount..... \$25,000 *
- D. Critical Incident Stress Management Maximum Amount..... \$25,000 *
- E. Family Bereavement and Trauma Counseling Benefit Amount (per person) \$1,000 *

V. Felonious Assault Benefit Amount..... NONE

VI. Home Alteration and Vehicle Modification Benefit Maximum Amount \$50,000 *

X. Optional Benefits

- A. 24-Hour Accident Benefit Amount..... NONE
- B. Off-Duty Accident Benefit Amount NONE

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WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

This rider provides coverage for the following class(es) of **Insured Person(s)** – only the applicable checked class(es) will receive coverage:

- Volunteer Firefighters or Volunteer Emergency Medical Service Persons
- Career Firefighters or Career Emergency Medical Service Persons
- Full-time Police Officers
- Part-time Police Officers
- Auxiliary Police Officers

(1) The Table of Contents is amended to include the following:

Weekly Injury Permanent Impairment Benefit

(2) The **Schedule** is amended to include the following:

BENEFIT DESCRIPTION

Weekly Injury Permanent Impairment Benefit..... Yes No

(3) The following Weekly Injury Permanent Impairment Benefit is added:

WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in a **Permanent Impairment** and, due to a covered **Injury**, it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

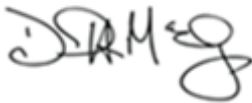
For example:

If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating due to an **Injury** will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

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SUPPLEMENTAL BENEFITS RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

This rider provides coverage for the following class(es) of **Insured Person(s)** – only the applicable checked class(es) will receive coverage:

- Volunteer Firefighters or Volunteer Emergency Medical Service Persons
 Career Firefighters or Career Emergency Medical Service Persons
 Full-time Police Officers Part-time Police Officers Auxiliary Police Officers

(1) The Table of Contents is amended to include the following:

Occupational Retraining Benefit
Extra Expense Benefit
Transition Benefit

(2) The **Schedule** is amended to include the following:

BENEFIT DESCRIPTION

AMOUNT OF INSURANCE

Loss of Life Benefits

Military Death Benefit Amount..... \$0
Spousal Support and Education Benefit Amount NONE
Memorial Benefit Amount..... NONE
Dependent Elder Benefit Amount..... NONE

Lump Sum Living Benefit

Injury Permanent Impairment Benefit Principal Sum..... NONE

Occupational Retraining Benefit

Occupational Retraining Benefit Maximum Amount NONE

Optional Medical Expense Benefit

Family Expense Benefit Amount (per day)..... NONE

Extra Expense Benefit

Extra Expense Benefit Monthly Amount..... NONE

Extra Expense Benefit Maximum Amount NONE

Transition Benefit..... Yes No

(3) The Summary of Coverage is amended to include the following:

LOSS OF LIFE BENEFITS

MILITARY DEATH BENEFIT

If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, **We** will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

SPOUSAL SUPPORT AND EDUCATION BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Spousal Support and Education Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse. In no event will more than one Spousal Support and Education Benefit Amount be paid.

MEMORIAL BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy for each such death, **We** will also pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder** and/or **Participating Organization**.

DEPENDENT ELDER BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each "Dependent Elder". **We** may make payment directly to the "Dependent Elder". Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"Dependent Elder" – means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

LUMP SUM LIVING BENEFITS

INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher, the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum; or
- (3) if a fracture at the second cervical vertebra causes incomplete **Quadriplegia** with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit Principal Sum since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia**, **Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a “Gainful Occupation” and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for “Covered Retraining Expenses”, up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he or she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any “Covered Retraining Expenses” incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

“**Covered Retraining Expenses**” includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

“**Gainful Occupation**” – means an occupation for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

MEDICAL EXPENSE BENEFITS

FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

EXTRA EXPENSE BENEFIT

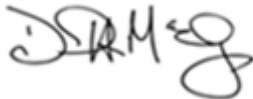
After 26 weeks of an **Insured Person's Total Disability** due to a covered **Injury** or **Illness**, **We** will pay the Extra Expense Benefit Monthly Amount shown in the **Schedule**. This benefit will cease when the **Insured Person** is no longer **Totally Disabled**. **We** will not pay more than the Extra Expense Benefit Maximum Amount shown in the **Schedule**.

If an **Insured Person** is **Totally Disabled** for less than a month, **We** will pay 1/28 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

TRANSITION BENEFIT

If while the **Insured Person** is receiving Total Disability Benefits under this policy, he or she is involuntarily terminated from his or her regular employment and so remains unemployed after his or her Total Disability Benefits end under this policy, and the Transition Benefit is indicated in this rider, **We** will pay a weekly Transition Benefit equivalent to the last Total Disability Weekly Amount. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary